REMARKS

Claims 1-4, 6-12, 14-23, 25-31, 33-40, 42-48, 50-51, 70-73, 75-79, 81-82 and 106 are pending in the application. Previous dependent claims 5, 24, 41, 74 and 107 have been cancelled by the present Amendment.

Applicant thanks the Examiner for the courtesy extended during the interview on April 4, 2007. During the interview, the Examiner requested clarification as to the meaning of the term "line item" recited in the claims. As explained during the interview, the term "line item" is defined in each of the independent claims as including at least the following pair of values: *"(i) an out-of-pocket cost parameter that corresponds to out-of-pocket costs paid by the employee for use of coverage provided under the benefit category and (ii) a corresponding benefit cost to the employee for purchasing the coverage under the benefit category."* An example of the claimed "out-of-pocket cost parameter" included in the line item is a co-pay amount that an employee is required to pay each time he/she uses the coverage. An example of the claimed "benefit cost" included in the line item is a monthly cost to the employee for purchasing the coverage.

As discussed during the interview, each of the independent claims requires the ***simultaneous*** display of a plurality of "***different***" line items (as such term is defined above) associated with a benefit category to the employee on a user interface. In other words, for a given benefit category (e.g., physician care), the claims require the simultaneous display of ***multiple different pairings*** of "out-of-pocket cost" and "benefit cost" values (as such terms are defined in the claim). An example of this aspect of Applicant's claims is shown in Fig. 22C of the Specification, a portion of which is reproduced below:

Physician Care is that care which is provided by your physician to whom you have been referred. This care is most frequently provided in a physicians' office.

choose from the following benefits		
your network benefit	monthly benefit cost	your choice
$0.00 fixed copay	$54.30	○
$10.00 fixed copay	$47.42	◉
$13.00 fixed copay	$44.78	○

In the embodiment shown in Fig. 22C, three different line items are simultaneously displayed for the "physician care" benefit category. Each of the three line items includes a different out-of-pocket cost parameter (i.e., a "$0.00 fixed copay", "$10.00 fixed copay"or "$13.00 fixed copay") corresponding to an out-of-pocket cost paid by the employee for use of the physician care coverage. In addition, each of the three line items includes a different corresponding benefit cost to the employee for purchasing the physician care coverage (i.e., a "$54.30 monthly benefit cost", "$47.47 monthly benefit cost" or "$44.78 monthly benefit cost").

The simultaneous presentation of different value pairings (i.e., the different line items) to the employee allows the employee to better understand the tradeoffs associated with, e.g., different co-pay and monthly benefit cost options for a particular benefit category such as physician care. Once the employee has been presented with the different line items, the employee makes a purchase selection that corresponds to one of the options presented (e.g., the employee clicks on the "your choice" button in Fig. 22 corresponding to the line item desired by the employee). This aspect of the invention is

reflected in the following language from claim 1: "*receiving via the user interface a purchase selection from the employee corresponding to one of the plurality of different line items associated with the benefit category.*"

Turning now to the outstanding official action, independent claims 1, 21, 40 and 70 stand rejected as anticipated by Wizig. The standard for anticipation is as follows:

> "A claim is anticipated only if **each and every** element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). ... "The identical invention must be shown in as complete detail as is contained in the ... claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). MPEP, §2131.

Wizig fails to anticipate claims 1, 21, 40 and 70, because Wizig fails to show the ***simultaneous*** displaying of a ***plurality of different line items*** associated with a benefit category to the employee on a user interface, wherein each of the different line items displayed on the interface includes *"(i) an out-of-pocket cost parameter that corresponds to out-of-pocket costs paid by the employee for use of coverage provided under the benefit category and (ii) a corresponding benefit cost to the employee for purchasing the coverage under the benefit category,"* as required by the claims. In reasoning that Wizig discloses these aspects of the claims, the Examiner has cited to Figures 33 and 53 of Wizig, which are reproduced below:

Below is the list of physicians, hospitals, and other healthcare providers that have been selected:

JENNY LEE JONES

		Co-payment
PRIMARY CARE PHYSICIAN:	PATCH A. ADAMS, M.D.	$ 20.00
INPATIENT HOSPITAL:	GENERAL HOSPITAL	$ 500.00
OBSTETRICIAN:	NONE	NOT APPLICABLE
GYNECOLOGIST (excludes Obstetrics):	JOHN ANDERSON, M.D.	$ 20.00
CARDIOLOGIST:	MARISSA WIZIG, M.D.	$ 20.00
DERMOTOLOGIST:	JERALD SKLAR, M.D.	$ 20.00
UROLOGIST:	NEAL MATHIEW, M.D.	$ 20.00
EMERGENCY ROOM:	ST. ANYWHERE E.R.	$ 20.00
PHARMACY:	DIANE'S DRUGS	$ 20.00
DENTAL:	HAYLEY WIZIG, D.D.S.	$ 20.00
VISION:	BETH OLIAK, M.D.	$ 20.00
UMBRELLA POLICY:	TIFOSI LIFECO	$2,000.00

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FIG. 33

Please edit the following list of sponsored plan members:

Name of Plan Member	Sponsor Contribution	Sub-Sponsor or Employer ID Code	Sponsoree ID Code	Initial Sponsoree ID Password
JOHN MICHAEL JONES	$ 5,000.00	Wizig&Company	3452112	abdfgi97
HAYLEY CLAIRE LYNN	$ 5,000.00	Wizig&Company	3452122	bcdfgi97
MARISSA LYNN HOWARD	$ 5,000.00	Wizig&Company	3452132	dhdfgi97

PREVIOUS NEXT

FIG. 53

Significantly, Figs. 33 and 53 of Wizig are ***not*** displayed simultaneously. In addition, as Applicant emphasized during the interview, ***neither*** of these figures ***individually*** shows the ***simultaneous*** display of ***multiple different pairings*** of "out-of-pocket cost" and "benefit cost" values (as such terms are defined in Applicant's claims) for a given benefit category. More specifically:

- The only values displayed in the interface of Fig. 33 of Wizig are "Co-payment" amounts. None of these "Co-payment" amounts correspond to a "*benefit cost to the employee for purchasing the coverage under the benefit category,*" as required by the pending claims. Rather, the amounts shown in Fig. 33 of Wizig merely correspond to costs associated with the use (rather than purchase) of coverage. Thus, Fig. 33 of Wizig clearly fails to meet the limitations of Applicant's claims.

- The only values displayed in Fig. 53 of Wizig are "Sponsor Contribution" amounts available for purchase of benefits. None of these "Sponsor Contribution" amounts "*corresponds to out-of-pocket costs paid by the employee for use of coverage,*" as required by the pending claims. Rather, the amounts shown in Fig. 53 of Wizig correspond to contributions made towards the purchase (rather than use) of coverage. Thus, Fig. 53 of Wizig clearly fails to meet the limitations of Applicant's claims.

Clearly, the rejection of claims 1, 21, 40 and 70 as anticipated by Wizig cannot be maintained, because Wizig fails to teach each and every element of these claims. In fact, as emphasized during the interview, the "default co-payment" functionality disclosed in col. 14, lines 26-37 of Wizig (which pre-selects a ***single*** default co-payment option for display) actually teaches away from the ***simultaneous*** display of ***multiple different pairings*** of "out-of-pocket cost" and "benefit cost" options for a benefit category, as required by the pending claims.

Independent claim 106 stands rejected as obvious over Wizig in view of Spurgeon. The standard for establishing a case of obviousness is as follows:

> To establish *prima facie* obviousness of a claimed invention, all the claim limitations must be taught or suggested by the prior art. *In re Royka*, 490 F.2d 981, 180 USPQ 580 (CCPA 1974). "All words in a claim must be considered in judging the patentability of that claim against the prior art." *In re Wilson*, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970). MPEP, Section 2143.03 (Emphasis added).

As was the case with claims 1, 21, 40 and 71, independent claim 106 requires the simultaneous display of multiple different pairings of "out-of-pocket cost" and "benefit cost" values (as such terms are defined in the claim) for a given benefit category. For the

reasons set forth above, it is clear that these aspects of claim 106 are not disclosed in Wizig. Nor are these aspects of claim 106 taught by Spurgeon. Thus, it is respectfully submitted that the Examiner has failed to establish a case of obviousness with respect to claim 106.

The Examiner has asserted that there is a lack of clarity with respect to "how the 'plurality of line items' is distinguished from benefit categories." Applicant respectfully disagrees. As described above in connection with Figure 22C of the Specification, an example of a benefit category is "physician care." In the example of Figure 22C, three line items (i.e., $0.00 fixed copy/$54.30 monthly benefit cost; $10.00 fixed copy/$47.47 monthly benefit cost $13.00 fixed copy/$44.78 monthly benefit cost) are associated with the physician care benefit category. Thus, there is a clear distinction between a benefit category and line items.

Finally, the Examiner has asserted that it is not clear how the terms benefit categor(ies), line item(s) and benefit type(s) relate to each other. Referring again to the example of Figure 22C, there are multiple benefit types shown on the left side of the diagram, including "health" and "dental." The "health" benefit type shown includes a plurality of benefit categories, i.e., preventive care, physician care, emergency care, pharmacy care, alternative care, vision care, behavioral health services and personalized services. The "physician care" benefit category in turn includes a plurality of line items (i.e., $0.00 fixed copy/$54.30 monthly benefit cost; $10.00 fixed copy/$47.47 monthly benefit cost $13.00 fixed copy/$44.78 monthly benefit cost). Thus, there is a defined

hierarchical relationship among the "benefit type," "benefit categories" and "line items" recited in the independent claims, i.e., a plurality of benefit categories are associated with a benefit type; and a plurality of line items are associated with a benefit category.

In view of the foregoing amendments and remarks, it is respectfully submitted that all independent claims are allowable over the cited references. All dependent claims depend from an allowable base claim, and are therefore also allowable. A Notice of Allowance is earnestly solicited.

The Commissioner is hereby authorized to charge any fee due in connection with this filing, including any fees for extra claims, to Deposit Account 50-0310.

Respectfully submitted,

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